

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

MIDLAND PLASTERING CO., INC. and
WILLIAMS FUND PRIVATE EQUITY GROUP, INC.,

Plaintiffs,

v.

Case No. 06-CV-1251

M&I MARSHALL & ILSLEY BANK and
UNITED NATION'S INSURANCE AGENCY, INCORPORATED
a/k/a UNITED NATION'S INSURANCE AGENCY, INC.
a/k/a UNITED NATIONS INSURANCE AGENCY, INC.,,

Defendants.

ORDER

Plaintiffs Midland Plastering, Inc. ("Midland") and Williams Fund Private Equity Group, Inc. ("Williams") brought suit on December 5, 2006, against defendants M&I Marshall & Illsley Bank ("M&I") and United Nations Insurance ("UNI"), alleging breach of contract, conversion, and interference with contractual relations. Intervening plaintiff, First City Servicing Corporation ("First City"), was granted permission to intervene by this court on September 17, 2008. On October 6, 2008, all of the parties to the action, except for M&I, filed a stipulation and proposed order with this court. (Docket #'s 66-67). The proposed order addresses the distribution of funds from UNI to Midland and First City. However, M&I objected to the proposed order on the ground that it claims an interest in those funds. Midland and Williams vehemently disagreed that M&I has any interest in those funds, and thus filed an Emergency Motion to Strike Response Opposing Stipulation

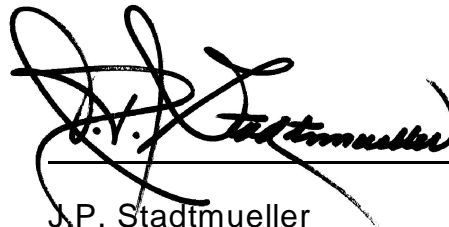
and/or for Entry of Proposed Order. (Docket #71). M&I responded to the motion to strike, arguing that, per its contracts with UNI and Midland, it does have an interest in the funds at issue. First City, Midland and Williams all dispute the accuracy of M&I's interpretation of the contracts as well as the legitimacy of M&I's claim on the funds. Nonetheless, M&I has made a claim on the funds that would be distributed by the proposed order, and the court will not rule on the merits of that claim at this juncture. In the meantime, the parties remain free to resolve the dispute among themselves, or they can continue with the case as currently scheduled and this, as well as all other remaining issues, will be appropriately addressed and resolved after the court receives the benefit of a more complete factual record together with the parties' legal arguments.

Accordingly,

IT IS ORDERED that Williams and Midland's Emergency Motion to Strike Response Opposing Stipulation and/or for Entry of Proposed Order (Docket #71) be and the same is hereby **DENIED**.

Dated at Milwaukee, Wisconsin, this 18th day of November, 2008.

BY THE COURT:

A handwritten signature in black ink, appearing to read "J.P. Stadtmueller", is written over a horizontal line.

J.P. Stadtmueller
U.S. District Judge